

## **SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1** The District of Columbia Public Schools, Office of Contracts and Acquisitions, on behalf of the Office of Federal Programs (OFP) is seeking a qualified contractor that will provide sustainable, job embedded, professional development services that ensure high quality teaching and instructional skills to administrators, teachers, and paraprofessionals at private schools within the District. These services must be equitable to those provided for educators in the public school system and focused on raising the academic achievement levels in the student population. The qualified contractor will deliver sustained training that mirror individual private school's curriculum, meets educators' needs, provide all necessary materials, and comply with directives from DCPS Office of Federal Programs and Office of Contracts and Acquisitions.

### **B.2 PRICE SCHEDULE**

B.2.1 This is a Firm Fixed Price Requirement Contract with Labor Hour Component with a base year and four (4) option years.

B.2.2 The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimate available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, (Please refer to section G.10). The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after the end date of this contract (one year from date of award).

B.2.3 The contractor **MUST** complete the cost schedule for services for approximately 500 educators distributed among approximately 40 private schools for the base period and the four option years. **Please use the following Fixed Price Requirement cost schedule for pricing:**

Request for Proposal  
GAGA-2010-R-0082  
Title II Part A: Professional Development

B.2.4 BASE PERIOD

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Hourly Labor Rate</b>	<b>Government Estimate Number of Hours</b>	<b>Estimated Total Price</b>
<b>0001</b>	Workshops	\$_____	200	\$_____
<b>0002</b>	Job-embedded Coaching	\$_____	5000	\$_____

B. 2.4.1 OPTION YEAR 1

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Hourly Labor Rate</b>	<b>Government Estimate Number of Hours</b>	<b>Estimated Total Price</b>
<b>0001</b>	Workshops	\$_____	200	\$_____
<b>0002</b>	Job-embedded Coaching	\$_____	5000	\$_____

B.2.4.2 OPTION YEAR 2

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Hourly Labor Rate</b>	<b>Government Estimate Number of Hours</b>	<b>Estimated Total Price</b>
<b>0001</b>	Workshops	\$_____	200	\$_____
<b>0002</b>	Job-embedded Coaching	\$_____	5000	\$_____

**B.2.4.3 OPTION YEAR 3**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Hourly Labor Rate</b>	<b>Government Estimate Number of Hours</b>	<b>Estimated Total Price</b>
<b>0001</b>	Workshops	\$ _____	200	\$ _____
<b>0002</b>	Job-embedded Coaching	\$ _____	5000	\$ _____

**B.2.4.4 OPTION YEAR 4**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Hourly Labor Rate</b>	<b>Government Estimate Number of Hours</b>	<b>Estimated Total Price</b>
<b>0001</b>	Workshops	\$ _____	200	\$ _____
<b>0002</b>	Job-embedded Coaching	\$ _____	5000	\$ _____

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

The District of Columbia Public Schools, Office of Contracts and Acquisitions, on behalf of the office of Federal Programs (OFP) is seeking a qualified contractor that will provide sustained professional development training for educators who work in private schools throughout the District. This training is provided under Title II, Part A of the No Child Left Behind (NCLB) Act so that high quality instruction is delivered to all resident students in the District. Additionally, the training will reflect curriculum standards of schools served and meet a number of professional education needs including but not limited to the following:

- Classroom Management
- Differentiated Instruction
- Early Childhood Learning
- Student Assessment
- Data-driven Decision Making
- Professional Learning Communities
- Instructional Strategies
- Instructional Leadership

- Other training content approved by DCPS – OFP

This training will be made available to private school educators at schools that elected to participate in NCLB funded program and approved by DCPS.

## C.2 GOAL AND PURPOSE

The purpose of soliciting these services is to seek a qualified contractor that will provide sustainable, job embedded, professional development services that ensure high quality teaching and instructional skills to administrators, teachers, and paraprofessionals at private schools within the District. These services must be equitable to those provided for educators in the public school system and focused on raising the academic achievement levels in the student population. The qualified contractor will deliver sustained training that mirror individual private school's curriculum, meets educators' needs, provide all necessary materials, and comply with directives from DCPS Office of Federal Programs and Office of Contracts and Acquisitions.

## C.3 APPLICABLE DOCUMENTS N/A

Item No.	Document Type	Title	Date
N/A	N/A	N/A	N/A

## C.4 DEFINITIONS

**C.4.1. Academic Needs:** subject areas in which students are most at risk of failing or areas of the learning continuum which impede students' progress. These include but are not limited to math and reading skills.

**C.4.2. Archdiocesan School System:** the education plan by which the Archdiocese of Washington, DC operates in its schools.

**C.4.3. Equitable Services:** educational services to students, their families, and their teachers that are fair and equal to services and benefits provided to public school participants.

**C.4.4. High Quality Professional Development:** on-going, sustained opportunities to develop knowledge and skills to teach all children effectively (Title IX, Section 9101 of ESEA).

**C.4.5. Independent Private Schools:** schools within the District that operate on their own philosophies and are usually self-governed.

**C.4.6. Instructional Strategies:** method of providing instructions

**C.4.7. Job-embedded Professional Development:** training programs for professionals at their place of work. These may be conducted by outside consultants, peers, or administrators.

**C.4.8. Scientifically Based Research:** research that is on methods that prove effective results and can be replicated in similar settings.

**C.4.9. Sustainable Training:** on-going professional development that is continuous and allows educators opportunities to engage, reflect, practice and review content.

**C.4.10. Teaching Needs:** requisite teaching and/or academic skills teachers need to improve instructional delivery and students' achievement.

## **C.5 BACKGROUND**

The District of Columbia Public Schools (DCPS) is mandated by NCLB Act of 2001 to provide equitable services to educators who work in private schools that participate in federally funded programs. Currently, DCPS is providing this service to 40 private schools and approximately 500 educators throughout the District that agreed to participate in the Title II A program. The number of participants may change depending on whether or not schools choose to participate in the program in the upcoming school year. Due to variation in the needs, demographics, affiliation, size, and specialized training request, the successful provider is required to submit separate training programs in the response to this RFP.

Contractors who wish to be considered for the award shall provide detailed information and requirements along with a full description of their company's capabilities, resources, and experience, to illustrate the contractor's ability to deliver required services. Contractors should include any services that are necessary, but will not be provided by them and therefore become DCPS' responsibility.

DCPS invited all private schools within the District to participate in SY: 2010 – 2011. The list below identifies the schools we currently serve. **Actual participation will depend on the schools' responses and the contractor's engaging and planning a program of activities for teachers of individual schools.**

### **C.5.1 ADW SCHOOLS**

<b>SCHOOL</b>	<b>TOTAL SCHOOL ENROLLMENT</b>
Archbishop Carroll HS	646
Annunciation	125
Holy Redeemer School	165
Our Lady of Victory	186
Sacred Heart School	229
St. Anthony School	216
Blessed Sacrament	500
St. Peters Inter parish	222
St. Ann's Academy	220
Holy Trinity	335
Aidan Montessori	202
St. Augustine	212
St. Francis Xavier	246
St. Thomas More	198
<b>TOTAL</b>	<b>3702</b>

### C.5.2 INDEPENDENT PRIVATE SCHOOLS

SCHOOL	TOTAL SCHOOL ENROLLMENT
Preparatory School	44
Roots Learning Activity Center	40
San Miguel Middle School	56
Cornerstone Schools	160
Dupont Park Adventist School	285
Metropolitan Day School	38
Gonzaga College HS	940
Georgetown Visitation	480
Lowell School	300
Washington Jesuit	71
Lab School of Washington	271
Nannie Helen Burroughs School	133
Washington Middle School for Girls – The Arc	60
Washington Middle School for Girls – The View	29
Academy for Ideal Education - Upper	56
Academy for Ideal Education - Lower	45
Bridges Academy	171
Calvary Christian Academy	224
Academia De La Recta Porta IDCS	40
Clara Muhammad School	51
<b>TOTAL</b>	<b>3494</b>

### C.5.3 SPECIAL NEEDS POPULATION SCHOOLS

SCHOOL	TOTAL SCHOOL ENROLLMENT
J. P. Kennedy Institute	64
Kingsbury Day School	219
<b>TOTAL</b>	<b>283</b>

### C.6 REQUIREMENTS

**C.6.1.** The training will be delivered to educators in two distinct educational settings, (1) The Archdiocese of Washington (ADW) Schools; and (2) The Independent Private Schools. Within each of these groups of schools there are also large schools (300 students or greater) and small schools (300 students or less). Some schools’ populations are as small as 50 students. Since these bodies

have different educational philosophies, the successful contractor will provide training that meets specific needs for these two entities. The contractor will also provide separate plans for each school entity as described below in paragraph C.6.3, list of training materials provided, and a proposed dollar amount for each area of professional development activity. Individual session plans shall outline the following:

- A session overview
- A structure of the session (a description of what will be covered for the session duration)
- Professional development goals
- Professional development learning outcomes
- Description of the audience served
- Resources and materials
- Practical application of training
- Evaluation of the session

**C.6.2. Presenter/Facilitation Qualification:** The contractor shall hire workshop and training presenters or facilitators who are licensed, experienced and qualified in their areas of training. These trainers shall ensure that their training content supports the teachers' needs, individual school curriculum and standards, and overarching professional development plan that each school presents.

**C.6.3.** Consistent with varied student needs from school to school, teachers' professional development needs may reflect similar variation. There may also be an overlap between large and small schools. A breakdown of needs is as follows:

1. **ADW Large Schools (Greater than 300 Students):** Within the Archdiocese, there are 3 participating school with over 300 students. This group comprises one high school that often requires specialized professional development, and 2 elementary/middle schools.
  - Student-centered, project-driven learning
  - New Teacher Elbow Coaching
  - Instructional Leadership
2. **ADW Small Schools (Fewer than 300 Students):** Professional development needs include:
  - Coaching
  - Effective Instructional Strategies
  - Literacy Skills
  - Math skills
3. **Independent Private Large Schools (Greater than 300 Students):** The service requirements for this group of schools included training on:
  - New teacher mentors
  - Designing Professional Learning Communities
  - Curriculum development

- Classroom Management
- Student Assessment
- Data-driven Decision Making

4. **Independent Private Small Schools ( Fewer than 300 Students):** Training needs include workshops and/or sessions on:

- Coaching
- Early Learning
- Effective Teaching
- Classroom Management
- Differentiated Instruction
- Literary Skills
- Math Skills
- Curriculum Mapping/Development

5. **Schools with Special Needs Populations:** The needs for the schools listed below vary by school and would include professional development for teachers who serve (a) the hearing impaired; (b) mentally impaired; (c) the physically impaired; and (d) English Language Learners.

**C.6.3.** DCPS has a need to provide these and other professional development services that will equip educators to engage in practices that will improve the academic scores of the students in respective schools. Therefore this service request seeks to identify a contractor/service provider that is equipped to deliver these services within the parameters of a negotiated contract. The services rendered should be scientifically research-based with a record of improving the educators' skill level and students' academic standing. All training exercises and materials used to provide services must be secular, neutral, and non-ideological to comply with the federal mandate for the service provision.

**C.6.4. Reporting:** The Contractor is expected to prepare reports to keep DCPS abreast of the work in progress. Before presenting any training, the contractor shall have a plan that DCPS approves for services provided to participating schools. Plans shall be submitted to DCPS a minimum of 15 business days prior to the start date of training for approval. The contractor shall submit to the Contracting Officer's Technical Representative (COTR) monthly summaries of services provided in addition to quarterly, a mid-year and a final report. The monthly reports will be due on the third Friday of every month. The quarterly reports will be due on the third Friday of the third month of the quarter. The mid-year report will be due on the third Friday of January, 2011, and the final report will be due on the third Friday of June, 2011. The reports should include feedback surveys, as well as observations notes, and actual student achievement progress data. Further details of report submissions will be provided in the awarded contract.

**C.6.5** Contract should include in the proposal the number of workshops and job embedding sessions that they anticipate will be conducting, as well as detailed workshop and job embedding session description including themes, topics to be discussed, duration (number of hours per each session) and professional background of the individuals leading each of the sessions.



### C.7 PERFORMANCE MEASURES

Performance Requirement	Performance Standard	Acceptable Quality Level	Surveillance Method and Frequency
<b>A demonstrated record of effectiveness in improving student scores through teacher effectiveness.</b>	Acceptable evidence includes documentation of improvement in student academic scores such as successful and sustained remediation of reading or math difficulties, and/or evidence of positive impact on additional outcomes (school grades, standardized test results, etc.).	The monthly, quarterly, mid-year and end of year reports should be electronically written, address all the required components, and demonstrate improvement in participants' acquisition of skills.	OFP will conduct at least one (1) site visits during the course of the program. Additionally, OFP will evaluate the program for effectiveness through required data collection instruments to be completed by the Contractor and all participants.
<b>Evidence of the capacity to deliver services which are consistent with applicable federal, state, local health and safety, and civil rights laws.</b>	Acceptable evidence includes the signed assurances and other requested materials associated with this RFP, a copy of a District of Columbia Department of Finance and Revenue Tax Certification Affidavit, and a copy of adequate liability insurance.	Supporting documentation and evidence in the proposal	OFP will conduct at least one (1) site visits during the course of the program.

### C.8 BACKGROUND CHECKS

**C.8.1** Pursuant to D.C. Code §4-1501.03, the Contractor shall be responsible for ensuring that all personnel have background checks, including fingerprinting, prior to their service delivery to DCPS students. This process must be completed by DCPS Human Resources Fingerprinting Division.

**C.8.2** Criminal inquiries in accordance with Title 5 of the District of Columbia Municipal Regulations (DCMR), Sections 1001.8 through 1001.11, dated December 2002, are required of every District of Columbia Public Schools employee and by policy, of every other individual providing services in any DCPS school or to any DCPS student. Background checks shall include fingerprinting.

**C.8.3** The Contractor shall ensure that all proposed staff who will be directly working with DCPS students are fingerprinted prior to entering a school building or interacting with students. To ensure the continuity of service delivery, the Contractor shall ensure that their staff have been fingerprinted and cleared to work in DCPS.

**C.8.4** The Contractor shall be responsible for the submission of all appropriate documentation within the required timeframe as required by the DCPS Office of Federal Programs. The DCPS Contracting Officer Technical Representative (COTR) will monitor all contractor deliverables for timeliness and quality. The COTR will conduct regular reviews to verify the quality and professionalism of Contractor staff who delivers services and reports substantiated by appropriate documentation.

**C.9** The Contractor shall maintain proper and adequate insurance as outlined in Section I.8 - Insurance and shall provide proof of such insurance to DCPS prior to providing services at the school. The insurance shall remain in full force the duration of the contract.

**C.10** The Contractor shall maintain compliance with all federal and state laws and regulations and will not discriminate on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status or disability. This applies to all educational programs and extra-curricular activities.

#### **SECTION D: PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract shall be governed by clause number two (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services contracts, dated March 2007.

#### **SECTION E: INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5), Inspection of Supplies, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services contracts, dated March 2007.

#### **SECTION F: DELIVERIES OR PERFORMANCE**

##### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

## F.2 DELIVERABLES

Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
Monthly Reports	12	Hard/Soft Copy	3 <sup>rd</sup> Friday of each Month	Dr. Janet Silverthorne Assistant Director Office of Federal Programs 1200 1 <sup>st</sup> St. N.E. 8 <sup>th</sup> Floor Washington, DC 2002 Janet.silverthorne@dc.gov
Quarterly Reports	4	Hard/Soft Copy	3 <sup>rd</sup> Friday of 3 <sup>rd</sup> Month in each Quarter	Dr. Janet Silverthorne Assistant Director Office of Federal Programs 1200 1 <sup>st</sup> St. N.E. 8 <sup>th</sup> Floor Washington, DC 2002 Janet.silverthorne@dc.gov
Mid-Year Report	1	Hard/Soft Copy	3 <sup>rd</sup> Friday of January	Dr. Janet Silverthorne Assistant Director Office of Federal Programs 1200 1 <sup>st</sup> St. N.E. 8 <sup>th</sup> Floor Washington, DC 2002 Janet.silverthorne@dc.gov
End of Year Final Report	1	Hard/Soft Copy	3 <sup>rd</sup> Friday of June	Dr. Janet Silverthorne Assistant Director Office of Federal Programs 1200 1 <sup>st</sup> St. N.E. 8 <sup>th</sup> Floor Washington, DC 2002 Janet.silverthorne@dc.gov

## F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

**F.3.1** The District may extend the term of this contract for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.3.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.3.3** The price for the option period shall be as specified in the contract.

**F.3.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

**Office of the Chief Financial Officer  
1200 1<sup>st</sup> St. N.E. 11<sup>th</sup> Floor  
Washington, DC 2002  
Attention: Accounts Payable  
Telephone: 202-442-5300**

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to \_\_\_\_\_ (name and address of assignee).

### **G.6 THE QUICK PAYMENT CLAUSE**

#### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest

shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

**G.6.1.1.1** the 3rd day after the required payment date for meat or a meat product;

**G.6.1.1.2** the 5th day after the required payment date for an agricultural commodity; or

**G.6.1.1.3** the 15th day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty, which remains unpaid at the end of any 30-day period, shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

#### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

**G.6.2.1.1** Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

**G.6.2.1.2** Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

**G.6.2.2.1** the 3rd day after the required payment date for meat or a meat product;

**G.6.2.2.2** the 5th day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** the 15th day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

#### **G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by Contracting Officers. The name, address and telephone number of the Contracting Officer is:

**Franklin Austin**  
**Contracting Officer**  
**Office of Contracting and Acquisitions**  
**1200 1<sup>st</sup> St. N.E. 11<sup>th</sup> Floor**  
**Washington, DC 2002**  
**Telephone: (202) 442-5112**  
**Fax: 202) 442-5634/5093**  
[Franklin.Austin@dc.gov](mailto:Franklin.Austin@dc.gov)

#### **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

#### **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

**Dr. Janet Silverthorne**  
**Manager**  
**Office of Federal Programs (OFP)**  
**1200 First Street, N.E., 8<sup>th</sup> Floor**  
**Washington, D.C. 20002**  
**Telephone: (202) 442-5570**  
[Janet.silverthorne@dc.gov](mailto:Janet.silverthorne@dc.gov)

**G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; and may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

#### **G.10 ORDERING CLAUSE**

a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.

b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

c) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

#### **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

##### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

##### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No.: 2005-2103, Revision No. 8, Date of Revision: 05/26/2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage



determination is applicable for the option periods and the contractor may be entitled to an equitable adjustment.

### **H.3 WAY TO WORK AMENDMENT ACT OF 2006**

**H.3.1** Except as described in H.3. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.3.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

**H.3.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.3.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov). If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

**H.3.5** The Contractor shall provide a copy of the Fact Sheet attached as J.8 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.8 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.3.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.3.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.3.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.3.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

#### **H.4 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

#### **H.5 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record

maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

## **H.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE**

### **EMPLOYMENT AGREEMENT**

**H.6.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. ("First Source Act").

**H.6.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.5) in which the Contractor shall agree that:

**H.6.2.1** The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

**H.6.2.2** The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.6.3** The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

**H.6.3.1** Number of employees needed;

**H.6.3.2** Number of current employees transferred;

**H.6.3.3** Number of new job openings created;

**H.6.3.4** Number of job openings listed with DOES;

**H.6.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

**H.6.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

**H.6.3.6.1** Name;

**H.6.3.6.2** Social security number;

**H.6.3.6.3** Job title;

**H.6.3.6.4** Hire date;

**H.6.3.6.5** Residence; and

**H.6.3.6.6** Referral source for all new hires.

**H.6.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.6.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

**H.6.5.1** Document in a report to the Contracting Officer its compliance with the section H.6.4 of this clause; or

**H.6.5.2** Submit a request to the Contracting Officer for a waiver of compliance with section H.6.4 and include the following documentation:

**H.6.5.2.1** Material supporting a good faith effort to comply;

**H.6.5.2.2** Referrals provided by DOES and other referral sources;

**H.6.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and

**H.6.5.2.4** Any documentation supporting the waiver request pursuant to section H.6.6.

**H.6.6** The Contracting Officer may waive the provisions of section H.6.4 if the Contracting Officer finds that:

**H.6.6.1** A good faith effort to comply is demonstrated by the Contractor;

**H.6.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

**H.6.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or

**H.6.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.6.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.6.5 and H.6.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.6.4 or whether a waiver of compliance pursuant to section H.6.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency CFO and the COTR.

**H.6.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.6.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.6.8.

**H.6.9** The provisions of sections H.6.4 through H.6.8 do not apply to nonprofit organizations.

#### **H.7 PROTECTION OF PROPERTY:**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

#### **H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

#### **H.9 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

### **SECTION I: CONTRACT CLAUSES**

#### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP",) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

## **I.2 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

## **I.3 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

## **I.4 RIGHTS IN DATA**

**I.4.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.4.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

**I.4.3** The term "Computer Software", as used herein be a computer program and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine- independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

**I.4.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

**I.4.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor shall hereby acknowledge that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor shall hereby transfer and assign to the District the ownership of copyright in such works, whether published or unpublished. The Contractor shall agree to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor shall agree not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.4.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

**I.4.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.4.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.4.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.4.7** The restricted rights set forth in section I.4.6 are of no effect unless the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_  
with \_\_\_\_\_ (Contractor's Name); and

a) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted

rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.4.8** In addition to the rights granted in Section I.4.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.4.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.4.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.4, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the contractor's rights in that subcontractor data or computer software which is required for the District.

**I.4.10** For all computer software furnished to the District with the rights specified in Section I.4.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.4.5. For all computer software furnished to the District with the restricted rights specified in Section I.4.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.4.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.4.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.4.13** Paragraphs I.4.6, I.4.7, I.4.8, I.4.11 and I.4.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.5 OTHER CONTRACTORS**



The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

## **I.6 SUBCONTRACTS**

Given the diversity among school populations and the areas of need, DCPS will consider the contractor's need to solicit subcontractors for the completion of this work, if necessary. The awarded contractor will be held responsible for ensuring that all necessary action is taken to meet the requirements of the awarded proposal within the timeframe as agreed upon. The awarded contractor will be held responsible and liable for all services provided under this RFP and any additional documentation as required by DCPS.

A list of sub-contractor(s) and a detailed outline of their work responsibilities would be submitted as part of the response to this proposal. The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.7 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.4. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## **I.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**Franklin Austin**  
**Contracting Officer**  
**Office of Contracting and Acquisitions**  
**1200 1<sup>st</sup> St. N.E. 11<sup>th</sup> Floor**  
**Washington, DC 2002**  
**Telephone: (202) 442-5112**  
**Fax: 202) 442-5634/5093**  
[Franklin.Austin@dc.gov](mailto:Franklin.Austin@dc.gov)

#### **I.9 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

#### **SECTION J: LIST OF ATTACHMENTS**

J.1 The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007

J.2 Wage Determination No.: 2005-2103, Revision No.: 8, Date Of Revision: 05/26/2009

J.3 E.E.O. Information and Mayor's Order 85-85

J.4 Tax Certification Affidavit

J.5 First Source Employment Agreement

J.6 FR 500

J.7 Cost/Price Disclosure Certification

J.8 Living Wage Act of 2006

J.9 Request for Taxpayer Identification Number and Certification

J.10 Master Supplier Information

J.11 Past Experience Questionnaire

J.12 Local Business Opportunity Commission Certification Package

The Contractor must obtain a copy of the Incorporated Attachments in Section J, complete and incorporate the forms with the offer.

## **SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

### **K.1 AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

### **K.2 TYPE OF BUSINESS ORGANIZATION**

K.2.1 The offeror, by checking the applicable box, represents that it operates as:

(a) A corporation incorporated under the laws of the State of: \_\_\_\_\_ an individual, a partnership, a nonprofit organization, or a joint venture.

(b) If the offeror is a foreign entity, it operates as: an individual, a joint venture, or a corporation registered for business in (Country)

### **K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror Date

Name Title

Signature

Offeror \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

#### **K.4 BUY AMERICAN CERTIFICATION**

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

#### **K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

#### **K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the offeror is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

(i) those prices

(ii) the intention to submit a contract, or

(iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above. (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.4.

#### **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

##### **L.1 CONTRACT AWARD**

###### **L.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

###### **L.1.2 Initial Offers**

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

## **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

Submit one original copy to include the Technical and Price Proposal and five (5) copies to include the Technical and Price Proposal. These proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. The original and five (5) copies shall be submitted in a sealed envelope conspicuously marked: "Proposal and five (5) copies in Response to Solicitation No. GAGA-2010-R-0082 titled Title II Part A Professional Development Services and name of offeror.)"

## **L.3 PRE-PROPOSAL CONFERENCE**

**L.3.1** A pre-proposal conference will be held on **Thursday, April 8 2010 at 2:00 PM EST at 1200 First Street, N.E., Washington, D.C. 20002.** Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded. Offerors are requested to bring a copy of the RFP to the Pre-Proposal Conference.

## **L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

### **L.4.1 Proposal Submission**

**Proposals must be submitted no later than 2:00 PM EST, Monday, April 26, 2010 at the Office of Contracts and Acquisitions located at 1200 First Street, N.E. 11<sup>th</sup> Floor, Washington, D.C. 20002.**

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

### **L.4.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

#### **L.4.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

#### **L.4.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

#### **L.4.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

#### **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. **The prospective offeror shall submit questions no later than April 12, 2010 at 5:00 pm ET. The District will not consider any questions received after April 12, 2010 at 5:00 pm ET.** The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

#### **L.6 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracts and Acquisitions located at 1200 First Street, N.E. 11<sup>th</sup> Floor, Washington, D.C. 20001 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and



does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### **L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.7.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

**L.7.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

#### **L.8 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

#### **L.9 PROPOSAL PROTESTS**

Any actual or prospective offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

#### **L.10 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

#### **L.11 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

#### **L.12 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

#### **L.13 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

#### **L.14 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

#### **L.15 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

#### **L.16 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.16.1** Name, address, telephone number and federal tax identification number of offeror;

**L.16.2** A copy of each District of Columbia license, registration or certification that the

offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.16.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

#### **L.17 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

#### **L.18 STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

**L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.18.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**L.18.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or no responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be no responsible.

#### **L.19 PROPOSAL ORGANIZATION AND CONTENT**

The Offeror shall provide a comprehensive, though not unnecessarily elaborate, proposal that presents the proposed approach to providing services in a clear, concise, and factual manner. Proposals that simply repeat the text of the requirements described in the solicitation without

providing substantive information on the Offeror's specific approach to meeting these requirements or substantiation of the Offeror's knowledge and abilities to perform these requirements will be unacceptable. **The Offeror's proposal(s) shall be organized and presented in two (2) separate parts, Part 1 – Technical Proposal and Part 2 – Price Proposal.** Each part of the Offeror's proposal shall provide a Table of Contents identifying the organization of the information as well as any exhibits or other supporting documentation included by the Offeror. Information contained in Part 1, Technical Proposal, of the Offeror's proposal, shall **NOT** provide information or reference any information contained in Part 2, Price Proposal. Offerors must ensure that all relevant information will allow the District to evaluate its proposal based on the evaluation criteria set forth in Section M.

#### **L.19.1 TECHNICAL PROPOSAL**

The Technical Proposal (Part 1) shall describe in as much detail as necessary the specific approach proposed to provide the services described in this RFP, focusing on three areas: 1) management strategy to providing service, 2) capacity to provide service, and 3) the Offeror's past performance in providing similar services. The Offeror's Technical Proposal shall provide the following information:

##### **L.19.1.1 Tab 1 - Technical Approach**

The information contained in this section shall facilitate the evaluation of the Offeror's knowledge and ability to effectively provide professional development services. Proposals **must** include, but need not be limited to, the following:

- (1) Description of the Offeror's approach to providing and managing the services specified in Section C.
- (2) Proposed Start-Up/Transition Plan, including timeline.
- (3) Identification of proposed subcontractors, including description of the proportion of work to be performed by each subcontractor.

- (4) Explanation of how prime contractor plans to monitor and evaluate the performance of subcontractor and prime contractor personnel.
- (5) Description of firm's approach to Quality Assurance.
- (6) Description of firm's approach to Quality Improvement.
- (7) Description of any proposed information technology systems to be utilized in performance of services, including hardware, software, and associated network, data migration and training requirements.

#### **L.19.1.2 Tab 2 - Technical Capacity**

The information contained in this section shall facilitate the evaluation of the Offeror's technical capacity including the staff, organization, and resources to perform the required services. Proposals must include, but need not be limited to, the following:

- (1) Description of management team.
- (2) Proposed staffing plan, including proposed labor mix, number of staff dedicated to this project, work hours per labor category, milestones and estimated completion dates.
- (3) Offerors must provide resumes of proposed key personnel to be assigned to the contract, which detail the relevant skills and experience of each staff member. The Offeror must warrant that the key personnel proposed will be available if awarded the contract.
- (4) Offeror must provide copies of accreditation of organization and certifications and credentials of staff who will be conducting the training courses.
- (5) Offeror should include in the proposal the number of workshops and job embedding sessions that they anticipate will be conducted, as well as detailed workshop and job embedding session descriptions, including themes, topics to be discussed, duration (number of hours per each session) and professional background of the individuals leading each of the sessions.

#### **L.19.1.3 Tab 3 - Previous Experience/Past Performance of Offeror**

The information requested in this section shall facilitate evaluation of the Offeror's previous, successful experience in providing Instructional and Parental Involvement Services Proposals. Offeror's must include, but need not be limited to, the following:

- (1) Detailed description of Offeror's (and any proposed subcontractor's) experience in providing similar services as described in Section C. In the case of a newly formed business entity or in teaming arrangements where the companying is relying mostly on the past performance and experience of its key personnel, partners on the team, or on a major subcontract(s), the proposal must clearly explain "whose" past performance, and "how" that past performance is relevant to the procurement.
- (2) Three (3) client references for which each subcontractor, as applicable, has provided services similar to those described in Section C. References shall include contract name and title, contract's project responsibility, client name, address, telephone number, email address and hours available. The District will contact the client reference provided and request completion of a Past

Performance Evaluation using a form similar to the one provided in Attachment J.11. (3) Settled and pending litigation against the company.

#### **L.19.1.4 Tab 4 – Completed Attachments, Certifications and Acknowledgements**

Offerors must complete and submit, with their proposals, the required Attachments (see Section J) (if applicable), certifications stated in Section K – Certifications of this solicitation and acknowledgements of receipt of any amendments to the solicitation.

#### **L.19.2 PRICE PROPOSAL**

The Price Proposal (Part 2) shall contain at a minimum the completed schedules found in Section B.2 of the solicitation, and Cost/Price Data and Certification (Section J.7). The Offeror must provide cost/price data for each year of the contract (base and option years). The offeror must submit Part II. Price proposal completely separate from Part I. Technical Proposal. Price proposal shall include the total price for the entire project; and shall be broken down by the CLIN task activities as set forth in the Section C.3. Contract pricing is based on a firm fixed price with a labor hour component and shall identify all costs. The price shall at minimum include:

- a. the labor categories and hourly rate
- b. the total number of hours and hourly rate for each category
- c. the total price including a summary of all items proposed

### **SECTION M - EVALUATION FACTORS**

#### **M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily determine award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

#### **M.2 EVALUATION FACTORS**

Each of the following evaluation factors and sub-factors listed below in descending order of importance and will be used by the District in evaluating the services proposed by the Offeror under this solicitation. The Offeror should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Offeror's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors.

#### **M.3.1 TECHNICAL FACTORS (55 points maximum)**

##### **M.3.1.1 Technical Approach (35 points maximum)**

**M.3.1.1.1** The Offeror has presented evidence of effectiveness in improving student academic achievement through job-embedded training opportunities.

**M.3.1.1.2** The Offeror has presented documentation of high quality workshops and job embedded coaching.

**M.3.1.1.3** The Offeror has presented connection to the private schools content standards and curriculum needs.

**M.3.1.1.4** The Offeror has presented evidence of a teacher assessment and goal setting methodology and the reasoning behind it.

**M.3.1.1.5** The Offeror has presented evidence of ability to assess teacher increased skill sets and knowledge after services and ability to provide reporting information.

**M.3.1.2 Technical Capacity (15 points maximum)**

**M.3.1.2.1** The Offeror has proposed instructional personnel that possess the necessary qualification for and experience in successfully providing high quality workshop and job-embedded coaching services.

**M.3.1.2.2** The Offeror has proposed an overall staffing plan to successfully complete the requirements of the solicitation.

**M.3.1.2.3** The Offeror has presented proof of accreditation, credentialing, certification of training staff.

**M.3.1.3 Previous Experience and Past Performance of Offeror (5 points maximum)**

**M.3.1.3.1** The Offeror has demonstrated its ability to perform the requirements by its and its subcontractor's relevant, successful past performance on similar contracts. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, overall satisfaction of the Offeror's past performance, and the Offeror's previous experience. The Offeror is not party to any settled or pending litigation that would negatively affect the Offeror's ability to provide services under this contract.

**M.4. TECHNICAL CRITERIA (55 Points)**

**M.4.1 PRICE CRITERIA (45 Points)**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

Lowest price proposal

----- x weight = Evaluated price score

Price of proposal being evaluated

#### **M.4.2 PREFERENCE (12 Points)**

Please refer to Section M.6.

#### **M.4.3 TOTAL (112 Points)**

#### **M.5 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options will not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

#### **M.6 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise

Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

##### **M.6.1 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

**M.6.1.1** Three percent reduction in the bid price or the addition of three points on a 100- point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

**M.6.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

**M.6.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

**M.6.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;



**M.6.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

**M.6.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

## **M.6.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

**M.6.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

**M.6.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in

response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

**M.6.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

**M.6.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

**M.6.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

**M.6.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

## **M.6.3 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

#### **M.6.4 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

#### **M.6.5 Vendor Submission for Preferences**

**M.6.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.6.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.6.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.6.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

**Department of Small and Local Business Development**  
**ATTN: LSDBE Certification Program**  
**441 Fourth Street, N.W., Suite 970N**  
**Washington, DC 20001**

**M.6.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.7.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.7.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date

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correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

**THE END**